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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Albert Kirk Jones, Deadrian Coneley
Individuals,

Plaintiffs,

v.

The City of Los Angeles, Los Angeles
Police Department, Does 1-10

Defendants.

Case No. 2:23-CV-04571-JLS-SK

Hon. Josephine L. Staton 1st St. CH-Ctrm 8A

Hon. Mag. Steve Kim; Roybal CH-Ctrm 540

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Plaintiffs Albert Kirk Jones (aka Kirk Coneley) and Deadrian Coneley filed suit on April 18, 2023, against the City of Los Angeles (“CITY”) and the Los Angeles Police Department (“LAPD”) for the 2018 arrest of Albert Kirk Jones (aka Kirk Coneley) by the LAPD, and his subsequent prosecution by the Los Angeles District Attorney (“LADA”) for the murder of Kenny Earl Watts and the attempted murder and kidnapping of Troy Spencer in 1981. Plaintiff Jones was prosecuted for the crimes of murder, attempted murder, and kidnapping. He was then acquitted following a jury trial in March and April of 2022. The claims set forth in the operative complaint dated

1 October 17, 2023, include: (A) Violation of Civil Rights – 42 U.S.C. §1983 pursuant
2 to *Brady*, (B) Malicious Prosecution and Police Misconduct, (C) Fabrication of
3 Evidence, (D) False Imprisonment and Unlawful Arrest, (E) Wrongful Incarceration,
4 (F) Negligence, and (G) Deprivation of Liberty Without Due Process – 42 U.S.C.
5 §1983, (H) Loss of Property and Earnings, (I) Libel and Slander, and (J) Intentional
6 Infliction of Emotional Distress. Discovery in this action is likely to involve
7 production of confidential, proprietary, or private information for which special
8 protection from public disclosure and from use for any purpose other than prosecuting
9 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
10 petition the Court to enter the following Stipulated Protective Order. The parties
11 acknowledge that this Order does not confer blanket protections on all disclosures or
12 responses to discovery and that the protection it affords from public disclosure and use
13 extends only to the limited information or items that are entitled to confidential
14 treatment under the applicable legal principles. The parties further acknowledge, as
15 set forth in Section 12.3 (Filing Protected Material), below, that this Stipulated
16 Protective Order does not entitle them to a file confidential information under seal;
17 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
18 that will be applied when a party seeks permission from the court to file material under
19 seal.

20 B. GOOD CAUSE STATEMENT

21 This action is likely to involve sensitive information regarding a criminal case,
22 including information about criminal suspects and witnesses for that criminal trial,
23 sensitive information regarding a murder investigation, and personal information about
24 the investigating and arresting officers for the murder investigation for which special
25 protection from public disclosure and from use for any purpose other than prosecution
26 of this action is warranted. Such confidential and proprietary materials and information
27 may consist of, among other things, information implicating privacy rights of third
28 parties, information otherwise generally unavailable to the public, other confidential

1 information otherwise generally unavailable to the public, or which may be privileged
2 or otherwise protected from disclosure under state or federal statutes, court rules, case
3 decisions, or common law. This includes confidential information about criminal
4 investigative reports noting names of potential defendants and witnesses, internal
5 affairs materials and information and other information contained in the personnel files
6 of police officers which the City maintains as strictly confidential information
7 otherwise generally unavailable or which may be privileged or otherwise protected
8 from disclosure under state or federal statutes, court rules, case decisions, or common
9 law. Some of the documents sought by the City of Los Angeles from the Los Angeles
10 County District Attorney's Office, the Public Defender's Office, and the Alternate
11 Public Defender's Office are likely to include the criminal history, dates of birth and
12 addresses of non-party witnesses. Accordingly, to expedite the flow of information, to
13 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
14 to adequately protect information the parties are entitled to keep confidential, to ensure
15 that the parties are permitted reasonable necessary uses of such material in preparation
16 for and in the conduct of trial, to address their handling at the end of the litigation, and
17 serve the ends of justice, a protective order for such information is justified in this
18 matter. It is the intent of the parties that information will not be designated as
19 confidential for tactical reasons and that nothing be so designated without a good faith
20 belief that it has been maintained in a confidential, non-public manner, and there is
21 good cause why it should not be part of the public record of this case.

22 2. DEFINITIONS

23 2.1 Action: refers to *Albert Kirk Jones, Deadrian Coneley, Individuals v.*
24 *The City of Los Angeles, Los Angeles Police Department, Does 1-10*, United States
25 District Court, Central District, Case No. 2:23-CV-04571-JLS-SK, and any appeals
26 through FINAL DISPOSITION.

27 2.2 Challenging Party: a Party or Non-Party that challenges the designation
28 of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored, or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
4 Statement.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
6 their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
16 expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, including support staff.

26 2.11 Party: any party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.” All other documents, information or tangible
9 things not identified above that any party to this action contends in good faith contain
10 confidential information, as well as copies or summaries of such information or
11 materials that otherwise reveal the contents of such information, that the party would
12 not ordinarily disclose and which should be protected from disclosure under Federal
13 Rule of Civil Procedure 26(c).

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected
18 Material (as defined above), but also (1) any information copied or extracted from
19 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
20 Material; and (3) any testimony, conversations, or presentations by Parties or their
21 Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the trial
23 judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations imposed
26 by this Order shall remain in effect until a Designating Party agrees otherwise in
27 writing or a court order otherwise directs. Final disposition shall be deemed to be the
28 later of (1) dismissal of all claims and defenses in this Action, with or without

1 prejudice; and (2) final judgment herein after the completion and exhaustion of all
2 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
3 for filing any motions or applications for extension of time pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under this
7 Order must take care to limit any such designation to specific material that qualifies
8 under the appropriate standards. The Designating Party must designate for protection
9 only those parts of material, documents, items, or oral or written communications that
10 qualify so that other portions of the material, documents, items, or communications for
11 which protection is not warranted are not swept unjustifiably within the ambit of this
12 Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations
14 that are shown to be clearly unjustified or that have been made for an improper purpose
15 (e.g., to unnecessarily encumber the case development process or to impose
16 unnecessary expenses and burdens on other parties) may expose the Designating Party
17 to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection, that Designating Party must
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or trial

proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this

Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party Shall initiate the dispute resolution process under Civil Local Rule 37-1 et seq.

7.1 Burden of Persuasion. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge. ACCESS TO AND USE OF PROTECTED MATERIAL

7.2 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.3 Disclosure of "CONFIDENTIAL" Information or Items. Unless

1 otherwise ordered by the Court or permitted in writing by the Designating Party, a
2 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
3 only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
5 well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel)
8 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and who have
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or
18 a custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in
20 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party
21 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
22 not be permitted to keep any confidential information unless they sign the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
24 by the Designating Party or ordered by the Court. Pages of transcribed deposition
25 testimony or exhibits to depositions that reveal Protected Material may be separately
26 bound by the court reporter and may not be disclosed to anyone except as permitted
27 under this Stipulated Protective Order; and

28 (i) any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by any of the parties engaged in settlement discussions.

2 8 PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
3 IN OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation that
5 compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the subpoena
11 or order is subject to this Protective Order. Such notification shall include a copy of
12 this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this action
17 as “CONFIDENTIAL” before a determination by the court from which the subpoena
18 or order issued, unless the Party has obtained the Designating Party’s permission. The
19 Designating Party shall bear the burden and expense of seeking protection in that court
20 of its confidential material, and nothing in these provisions should be construed as
21 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
22 directive from another court.

23 9 A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
27 produced by Non-Parties in connection with this litigation is protected by the remedies
28 and relief provided by this Order. Nothing in these provisions should be construed as

1 prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
5 information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party that
7 some or all of the information requested is subject to a confidentiality agreement with
8 a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this Action, the relevant discovery request(s), and a reasonably
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the Non-
13 Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this Court within
15 14 days of receiving the notice and accompanying information, the Receiving Party
16 may produce the Non-Party's confidential information responsive to the discovery
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
18 produce any information in its possession or control that is subject to the confidentiality
19 agreement with the Non-Party before a determination by the Court. Absent a court
20 order to the contrary, the Non-Party shall bear the burden and expense of seeking
21 protection in this Court of its Protected Material.

22 10 UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
26 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
27 all unauthorized copies of the Protected Material, (c) inform the person or persons to
28 whom unauthorized disclosures were made of all the terms of this Order, and (d)

request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11 INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 12 PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

12 MISCELLANEOUS

12.3 Right to Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.4 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.5 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13 FINAL DISPOSITION

After the final disposition of this Action, as defined in Section 4 (DURATION), within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed; and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries, or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1 14 Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or
3 monetary sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 Dated: January 18, 2024

HYDEE FELDSTEIN SOTO, City Attorney
DENISE C. MILLS, Chief Deputy City Attorney
SCOTT MARCUS, Chief Asst. City Attorney
CORY M. BRENT, Senior Assistant City Attorney

7 By: /s/ *Sasha O. Lazarevich*

8 SASHA O. LAZAREVICH, Deputy City Attorney
9 *Attorneys for Defendants, CITY OF LOS ANGELES,*
10 AND LOS ANGELES POLICE DEPARTMENT

11 Dated:

Attorney at Law

12 By: /s/ *Harold Barnes*

13 Harold Barnes, Sr. Esq.,
14 Attorney for the Plaintiffs, Albert Kirk Jones
and Deadrian Coneley

15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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17 DATED: January 19, 2024

19 

20 Honorable Steve Kim
21 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Albert Kirk Jones, Deadrian Coneley, Individuals v. The
City of Los Angeles, Los Angeles Police Department, Does 1-10, USDC Case No.
2:23-CV-04571-JLS-SK. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order, and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____